

Taylor, Morell & Gitomer

February 3, 1993

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RECORDATION NO. 8535-14 FILED 1425

FEB 3 1993 2-50 PM

Honorable Sidney L. Strickland
Secretary
Interstate Commerce Commission
Washington, DC 20423

RECORDATION NO. 8535-F FILED 1425

FEB 3 1993 2-50 PM

Dear Secretary Strickland:

INTERSTATE COMMERCE COMMISSION

I have enclosed two originals of the two documents described below, to be recorded pursuant to 49 U.S.C. 11303.

The documents are an Assignment and Assumption Agreement, a secondary document, dated as of January 30, 1990, and an Instrument of Satisfaction and Release, a secondary document, dated as of June 1, 1992. The primary document to which these are connected is recorded under Recordation No. 8535. We request that these documents be recorded under Recordation Nos. 8535-~~P~~ and 8535-~~G~~.

The names and addresses of the parties to the Assignment and Assumption Agreement are as follows:

Assignor:

J. P. Morgan Interfunding Corp.
23 Wall Street
New York, NY 10015

Assignee:

GATX Capital Corporation
Four Embarcadero Center
Suite 2200
San Francisco, CA 94111

The names and addresses of the parties to the Instrument of Satisfaction and Release are as follows:

Agent:

Bank of America National Trust and Savings Association, as
successor to Security Pacific National Bank, successor
to Mellon Bank, N.A., successor to Girard Trust Bank
Corporate Trust Administration
600 Wilshire Boulevard, 5th Floor
Los Angeles, CA 90017

Countersigned
[Signature]

Honorable Sidney L. Strickland
February 3, 1993
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Vendee:

GATX Capital Corporation
Four Embarcadero Center
Suite 2200
San Francisco, CA 94111

A description of the equipment covered by the documents consists of 26 General Motors GP38-2 diesel-electric locomotives numbered MP 2264-2289, inclusive (previously numbered CRIP 4326-4351, inclusive).

A fee of \$32.00 is enclosed. Please return a copy of each original to:

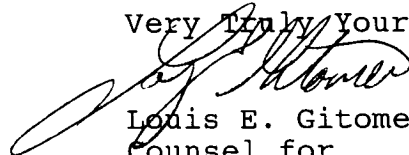
Louis E. Gitomer
Taylor, Morell & Gitomer
Suite 210
919 18th Street, N.W.
Washington, DC 20006

A short summary of the documents to appear in the index follows:

An Assignment and Assumption Agreement, dated as of January 30, 1990, between J.P. Morgan Interfunding Corp., 23 Wall Street, New York, NY 10015, and GATX Capital Corporation, Four Embarcadero Center, Suite 2200, San Francisco, CA 94111, covering 26 GP38-2 diesel-electric locomotives numbered MP 2264-2289, inclusive (previously numbered CRIP 4326-4351, inclusive).

An Instrument of Satisfaction and Release, dated as of June 1, 1992, between Bank of America National Trust and Savings Association, 600 Wilshire Boulevard, 5th Floor, Los Angeles, CA 90017, and GATX Capital Corporation, Four Embarcadero Center, Suite 2200, San Francisco, CA 94111, covering 26 GP38-2 diesel-electric locomotives numbered MP 2264-2289, inclusive (previously numbered CRIP 4326-4351, inclusive).

Very Truly Yours,



Louis E. Gitomer
Counsel for
GATX Capital Corporation

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

2/3/93

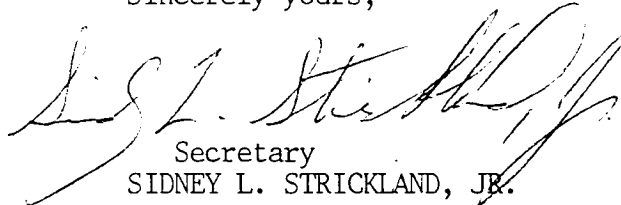
OFFICE OF THE SECRETARY

Louis E. Gitomer
Taylor, Morell & Gitomer
919 18th Street N.W. Suite 210
Washington, D.C. 20006

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **2/3/93** at **2:50pm**, and assigned recordation number(s). **8535-F & 8535-G**

Sincerely yours,



Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

FEB 3 1993 2:50 PM

ASSIGNMENT AND ASSUMPTION AGREEMENT

INTERSTATE COMMERCE COMMISSION

ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of January 30, 1990, between J.P. MORGAN INTERFUNDING CORP., a Delaware corporation, ("Assignor") and GATX CAPITAL CORPORATION, a Delaware corporation, ("Assignee").

W I T N E S S E T H

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated December 22, 1989 (the "Asset Purchase Agreement") pursuant to which Assignor agreed to sell and Assignee agreed to buy certain units of railroad equipment, among other assets; and

WHEREAS, Assignor conveyed the units of railroad equipment described herein to Assignee on January 31, 1990 pursuant to that certain Bill of Sale and Assignment and Assumption Agreement; and

WHEREAS, Assignor and Assignee wish to execute and file this Assignment and Assumption Agreement in order to clarify the records of the Interstate Commerce Commission ("ICC");

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in the Asset Purchase Agreement, Assignor and Assignee agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms shall have the meanings set forth in the Asset Purchase Agreement.

"Equipment" shall mean those 26 General Motors Model GP38-2 diesel-electric locomotives bearing road numbers 2264 through 2289, inclusive, of the Missouri Pacific Railroad Company (formerly numbered 4326-4351 of the Chicago, Rock Island and Pacific Railroad Company).

"Conditional Sale Agreement" means that certain Conditional Sale Agreement, dated as of October 8, 1976 between Mellon Bank, N.A., as assignee of General Motors Corporation (Electro-Motive Division), as vendor, and Assignor, as vendee. The Conditional Sale Agreement was supplemented by that certain Supplement No. 1 to Conditional Sale Agreement, dated as of May 1, 1980, among General Motors Corporation, Assignor, and other parties named therein.

2. ICC Filing Information. The Conditional Sale Agreement was recorded by the ICC on October 27, 1976 at 1:00 p.m. and assigned Recordation Number 8535. Supplement No. 1 to Conditional Sale Agreement was recorded by the ICC on August 4, 1981 and assigned Recordation No. 8535C.

3. Assignment and Assumption. Effective January 31, 1990, Assignor conveyed, transferred and assigned all its right, title and interest in and to the Equipment, the Conditional Sale Agreement and Supplement No. 1 to the Conditional Sale Agreement to Assignee. On January 31, 1990, Assignee accepted such assignment, transfer and conveyance and agreed to be bound by the terms and conditions of the said documents.


4. No Amendment. This Assignment and Assumption Agreement is not intended to be and shall not be construed as an amendment or modification of the terms and conditions of the Asset Purchase Agreement or the Bill of Sale and Assignment and Assumption Agreement, dated January 31, 1990 (the "Bill of Sale"). The rights and obligations of the Assignor and the Assignee shall continue to be governed by the Asset Purchase Agreement and the Bill of Sale as though this Agreement did not exist.

5. Governing Law. This instrument shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.


6. Counterparts. This Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be duly executed as of the day and year first above written.

J.P. MORGAN INTERFUNDING CORP.

By: 
Its: Chairman

GATX CAPITAL CORPORATION

By: 
Its: VICE PRESIDENT

STATE OF New York)
COUNTY OF New York) ss.

On 10/21, 1992, before me Maryann Tomitz, the undersigned Notary Public, personally appeared Albert B. Gordon, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument as Chairman of J.P. Morgan Interfunding Corp. and acknowledged that he executed it.

Witness my hand and official seal.

Maryann Tomitz
Notary Public

MARYANN TOMITZ
Notary Public, State of New York
No. 41-9352660
Qualified in Queens County
Commission Expires March 22, 1993

STATE OF CALIFORNIA)
COUNTY OF SAN FRANCISCO) ss.

On December 2, 1992, before me Les S. Leventhal, the undersigned Notary Public, personally appeared Thomas C. Nord, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument as Vice President of GATX Capital Corporation and acknowledged that he executed it.

Witness my hand and official seal.

Les S. Leventhal
Notary Public

